

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<i>x see below</i>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 1300 Dept 440 Unit 4244 Object 3401

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* These agreements will result in the County funding up to \$50.00 per voucher that is redeemed. However, the vouchers being issued/redeemed are limited to the available balance of funds allocated to this program and therefore, the fiscal impact is undetermined at this time.

C. Departmental Fiscal Review: *in-kind match*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature]
OFMB
5/23/13

[Signature]
Contract Dev. and Control
5-31-13 B. [Signature]

B. Legal Sufficiency:

[Signature] *6/3/13*
Assistant County Attorney

C. Other Department Review:

Department Director

**INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 17th day of May, 2013, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and City of Riviera Beach, a Florida municipal corporation located in Palm Beach County, Florida.(hereinafter referred to as "MUNICIPALITY").

WHEREAS, COUNTY, through its Drowning Prevention Coalition's ("DPC") Learn to Swim Program, distributes vouchers to the public which may be redeemed for swimming lessons at designated aquatic facilities within Palm Beach County; and

WHEREAS, the parties desire to enter into this Agreement for MUNICIPALITY to provide swimming lessons as part of the DPC Learn to Swim Program, and to define the parties' responsibilities relating thereto.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and the MUNICIPALITY agree as follows:

ARTICLE 1 - SERVICES

MUNICIPALITY shall offer and provide swimming lesson classes to individuals who present vouchers issued by the DPC Learn to Swim Program. Each class to be offered and provided shall consist of a series of at least six swimming lessons and shall be identified in **Exhibit A**, attached hereto and incorporated herein. Exhibit A shall set forth the name, type, swimming level, dates, location, minimum participation requirements, if any, and MUNICIPALITY's usual and customary fee for each class. MUNICIPALITY shall not charge voucher holders for any swim class for which MUNICIPALITY's usual and customary fee is \$50.00 or less. If MUNICIPALITY's usual and customary fee for a swim class is more than \$50.00, then the maximum fee that MUNICIPALITY may charge voucher holders for said class is its usual and customary fee minus \$50.00. Said classes may be open to the public and are not restricted to voucher holders.

The swimming lesson classes shall be provided at MUNICIPALITY'S aquatic facility. MUNICIPALITY agrees to provide and maintain its facility in a safe, clean and hygienic manner and in accordance with all safety and health standards and all other applicable laws and regulations. MUNICIPALITY agrees to provide and maintain in proper working order all equipment necessary to provide and maintain the services and facility as provided herein.

MUNICIPALITY represents and warrants that its aquatic facility is in compliance, and shall continue to be in compliance, with Section 514.031, Florida Statutes, all applicable rules and requirements of the State and County Health Departments, and all other applicable laws, rules and regulations. Prior to execution of this Agreement, MUNICIPALITY must provide to COUNTY copies of the facility's current operating permit and most current inspection report, which must evidence a satisfactory inspection.

MUNICIPALITY shall perform the services set forth herein in accordance with all applicable laws, rules and regulations, and in a competent, professional, safe and responsible manner with full regard for the safety of the participants. MUNICIPALITY agrees and warrants that all swimming instructors utilized by MUNICIPALITY to provide lessons hereunder shall be certified as required by Section 514.071, Florida Statutes, and any other applicable laws, rules and regulations. MUNICIPALITY shall provide proof of such certifications to COUNTY'S representative upon request. MUNICIPALITY represents and warrants that it has in place, and shall continue to maintain, a drug-free workplace policy.

ARTICLE 2 - COMMENCEMENT AND TERM

This Agreement shall commence on October 1, 2012 and shall remain in effect until September 30, 2013.

ARTICLE 3 - PAYMENTS TO MUNICIPALITY

- A. For swimming classes provided by MUNICIPALITY in exchange for DPC Learn to Swim Program vouchers, COUNTY shall pay MUNICIPALITY its usual and customary fee per class as set forth in **Exhibit A** hereto, up to a maximum of \$50.00 per class series provided to a voucher holder. As provided in Resolution No. R-2005-1906, the total payments to all swimming lesson providers utilized in the DPC Learn to Swim Program for each fiscal year shall not exceed the amount budgeted by COUNTY for this purpose for said fiscal year.
- B. MUNICIPALITY shall invoice COUNTY monthly based on the number of swimming lesson classes provided hereunder. Invoices shall include a list of the names and contact information of students to whom lessons were actually provided, the name, dates, and times of the classes provided, and any other documentation deemed necessary by COUNTY to verify that services have been rendered in conformity with this Agreement and any applicable DPC Learn to Swim Program criteria, policies and procedures.

ARTICLE 4 - TERMINATION

The COUNTY may terminate this Agreement at any time upon written notice to the MUNICIPALITY with or without cause and without penalty, damages or recourse against COUNTY. MUNICIPALITY may terminate this Agreement upon thirty days (30) days' prior written notice to the COUNTY.

ARTICLE 5 - PERSONNEL

The MUNICIPALITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by the MUNICIPALITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized and permitted under state and local law to perform such services.

The MUNICIPALITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

MUNICIPALITY may not, without written approval of COUNTY, subcontract any rights, responsibilities or obligations under this Agreement.

ARTICLE 7 - AVAILABILITY OF FUNDS

The COUNTY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners and subject to the provisions of Palm Beach County Resolution No. R-2005-1906. The MUNICIPALITY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by its governing body.

ARTICLE 8 - INSURANCE

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, MUNICIPALITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event MUNICIPALITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, MUNICIPALITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

MUNICIPALITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

When requested, MUNICIPALITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Agreement.

ARTICLE 9 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of COUNTY'S negligence in connection with this Agreement, and MUNICIPALITY shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of MUNICIPALITY'S negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

Neither party shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.

ARTICLE 11 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or MUNICIPALITY.

ARTICLE 12 - CONFLICT OF INTEREST

The MUNICIPALITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The MUNICIPALITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The MUNICIPALITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association,

interest or other circumstance which may influence or appear to influence the MUNICIPALITY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MUNICIPALITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the MUNICIPALITY. The COUNTY agrees to notify the MUNICIPALITY of its opinion by certified mail within thirty (30) days of receipt of notification by the MUNICIPALITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MUNICIPALITY, the COUNTY shall so state in the notification and the MUNICIPALITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the MUNICIPALITY under the terms of this Agreement.

ARTICLE 13 - EXCUSABLE DELAYS

MUNICIPALITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of MUNICIPALITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon MUNICIPALITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the MUNICIPALITY'S failure to perform was without its or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 14 - ARREARS

The MUNICIPALITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 15 - PUBLIC RECORDS

The MUNICIPALITY shall comply with Florida's Public Records Law with regard to any documents or other records relating to this Agreement.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The MUNICIPALITY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this

Agreement shall at all times, and in all places, be subject to the MUNICIPALITY 'S sole direction, supervision, and control. The MUNICIPALITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the MUNICIPALITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The MUNICIPALITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 17 - CONTINGENT FEES

The MUNICIPALITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MUNICIPALITY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the MUNICIPALITY, any fee, commission, percentage, gift , or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 - ACCESS AND AUDITS

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the MUNICIPALITY 'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 19 - NONDISCRIMINATION

The MUNICIPALITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

ARTICLE 20 - AUTHORITY TO PRACTICE

The MUNICIPALITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 21 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 22- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 23 - SURVIVABILITY

Any covenant, agreement, representation, warranty or other provision of this Agreement that is of a continuing nature or which by its language or its nature imposes an obligation that extends beyond the term of this Agreement, including but not limited to representations relating to indemnification and the disclosure or ownership of documents, shall survive the expiration or early termination of this Agreement and the consummation of the transactions contemplated hereunder.

ARTICLE 24 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Fire-Rescue
405 Pike Road
West Palm Beach, FL 33411-3815
Attn: Fire-Rescue Administrator

If sent to the MUNICIPALITY, notices shall be addressed to:

Notices should be addressed to:
City of Riviera Beach
Department of Parks and Recreation
1621 W. Blue Heron Blvd
Riviera Beach, Fl 33404
Attn: John L. Williams, Director of Parks and Recreation

ARTICLE 25 - FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the MUNICIPALITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered unless agreed to in writing by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

Remainder of page left blank intentionally.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY, and MUNICIPALITY has hereunto set its hand the day and year above written.

WITNESS

**PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS**

Laura Achan
Signature

By: Steven D. Jerald
Steven D. Jerald, Fire-Rescue Administrator, Jeffrey P. Collins
through Robert Weisman, County Administrator

Laura Achan
Name (type or Print)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Paul F. J.
County Attorney

By: [Signature]
Palm Beach County Fire-Rescue

ATTEST:

CITY OF RIVIERA BEACH, FLORIDA

By: [Signature]
City Clerk

By: Thomas Masters
Thomas Masters, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Pamela H. Ry
City Attorney

Exhibit "A"

2013 Learn To Swim Dates and Times

When: Session 1: February 11 – February 22
Session 2: February 25 – March 8
Session 3: March 11 – March 22
Session 4: March 25 – April 5
Session 5: April 8 – April 19
Session 6: April 22 – May 3
Session 7: May 6 – May 17
Session 8: May 20 – May 31
Session 9: June 3 – June 14
Session 10: June 17 – June 28
Session 11: July 1 – July 12
Session 12: July 15 – July 26
Session 13: July 29 – August 9
Session 14: August 12 – August 23
Session 15: August 26 – September 6
Session 16: September 9 – September 20

(Mondays, Wednesdays, Fridays)

Times:

Parent/Child: 5:15pm- 5:45pm (Level I-II)

Preschool Aquatics:

Level I:	5:15 pm- 5:45 pm
Level II:	5:15 pm- 5:45 pm
Level III:	5:15 pm- 5:45 pm

Learn-to-Swim:

Level I:	6:00 pm – 6:30 pm
Level II:	6:00 pm – 6:30 pm
Level III:	6:00 pm – 6:30 pm
Level IV:	6:00 pm – 6:30 pm

Adult Lessons: 6:45pm- 7:15pm

Location: Barracuda Bay Aquatic Complex
1621 W. Blue Heron Blvd
Riviera Beach, Fl 33404

Admission: \$25.00 per session for residents
\$30.00 per session for non-residents

The City of Riviera Beach is partnering with the Palm Beach County Drowning Coalition to provide swim lessons for qualified applicants free of charge. For more information, contact the Drowning Prevention Coalition at 561-616-7068.

* First Come /First Serve (Space is limited)

* All dates and times are subject to change due to inclement weather or staffing.

Exhibit "A"

Learn to Swim at Barracuda Bay Aquatic Complex

All classes are taught by American Red Cross certified Water Safety Instructors.

Parent and Child Aquatics (Ages 6 months -3 yrs. old)

Level 1 – Introduces basic skills to parents and children, including safety topics.

Level 2 – Builds on the skills introduced in Level 1, with participants improving these skills and learning more advanced skills.

Preschool Aquatics (Ages 4yrs. – 5yrs. old)

Level I

Helps participants feel comfortable in the water and to enjoy the water safely.

Level II

Builds on the skills learned in Level 1 and gives participants success with fundamental skills such as floating and basic locomotion.

Level III

Builds on the skills in Level 2 and improves participants' coordination of simultaneous arm and leg actions and alternating arm and leg actions.

Learn-to-Swim (Ages 6yrs.-15yrs. old)

Level I: Introduction to Water Skills

Helps participants feel comfortable in the water.

Level II: Fundamental Aquatic Skills

Gives participants success with fundamental skills.

Level III: Stroke Development

Builds on the skills in Level 2 through additional guided practice in deeper water.

Level IV: Stroke Improvement

Develops confidence in the skills learned and improves other aquatic skills.

Adult lessons for Beginners (Ages 16yrs. and older)

This class is designed for ages 16 and up to build on the aquatic locomotion and safety, and to develop overall confidence and competency in the aquatic environment. This level includes deep water bobbing, turns at the walls, fundamentals of elementary backstroke, front crawl, side stroke, breast stroke and rhythmic breathing.

wpb contract # 12438

INTERLOCAL AGREEMENT FOR SWIMMING LESSONS

This Agreement is made as of the 17th day of May, 2013, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and City of West Palm Beach, a Florida municipal corporation located in Palm Beach County, Florida.(hereinafter referred to as "MUNICIPALITY").

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ARTICLE 12 - CONFLICT OF INTEREST

The MUNICIPALITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The MUNICIPALITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The MUNICIPALITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association,

interest or other circumstance which may influence or appear to influence the MUNICIPALITY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MUNICIPALITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the MUNICIPALITY. The COUNTY agrees to notify the MUNICIPALITY of its opinion by certified mail within thirty (30) days of receipt of notification by the MUNICIPALITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MUNICIPALITY, the COUNTY shall so state in the notification and the MUNICIPALITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the MUNICIPALITY under the terms of this Agreement.

ARTICLE 13 - EXCUSABLE DELAYS

MUNICIPALITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of MUNICIPALITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon MUNICIPALITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the MUNICIPALITY'S failure to perform was without its or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 14 - ARREARS

The MUNICIPALITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 15 - PUBLIC RECORDS

The MUNICIPALITY shall comply with Florida's Public Records Law with regard to any documents or other records relating to this Agreement.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The MUNICIPALITY is, and shall be, in the performance of all work services and activities

under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the MUNICIPALITY'S sole direction, supervision, and control. The MUNICIPALITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the MUNICIPALITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The MUNICIPALITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 17 - CONTINGENT FEES

The MUNICIPALITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MUNICIPALITY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the MUNICIPALITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 - ACCESS AND AUDITS

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the MUNICIPALITY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 19 - NONDISCRIMINATION

The MUNICIPALITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin,

ancestry, marital status, familial status, sexual orientation, gender identity and expression.

ARTICLE 20 - AUTHORITY TO PRACTICE

The MUNICIPALITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 21 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 22- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 23 - SURVIVABILITY

Any covenant, agreement, representation, warranty or other provision of this Agreement that is of a continuing nature or which by its language or its nature imposes an obligation that extends beyond the term of this Agreement, including but not limited to representations relating to indemnification and the disclosure or ownership of documents, shall survive the expiration or early termination of this Agreement and the consummation of the transactions contemplated hereunder.

ARTICLE 24 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Fire-Rescue
405 Pike Road
West Palm Beach, FL 33411-3815
Attn: Fire-Rescue Administrator

If sent to the MUNICIPALITY, notices shall be addressed to:

City of West Palm Beach
401 Clematis Street, 2nd Floor
West Palm Beach, Fl 33401
Attn: Ed Mitchell, City Administrator

ARTICLE 25 - FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the MUNICIPALITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered unless agreed to in writing by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

Remainder of page left blank intentionally.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY, and MUNICIPALITY has hereunto set its hand the day and year above written.

WITNESS

Laura A. Chan
Signature
Laura A. Chan
Name (type or Print)

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

By: Jeffrey P. Collins
~~Steven B. Gerald~~ Fire-Rescue Administrator, Jeffrey P. Collins
through Robert Weisman, County Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Paul F. [Signature]
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Palm Beach County Fire-Rescue

ATTEST:

By: Harlin F. Carson
City Clerk

CITY OF WEST PALM BEACH, FLORIDA

For [Signature]
By: [Signature]
Geraldine Muoio, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
City Attorney



Warren Hawkins Aquatic Center at Gaines Park
1501 N. Australian Ave.
West Palm Beach, FL 33401
561-804-4961 phone
561-835-7104 fax

EXHIBIT "A"

LEARN TO SWIM PROGRAM

The best thing anyone can do to stay safe in and around the water is to learn to swim. Drowning remains the second-leading cause of injury-related death for children ages 1 to 12 years. The courses listed below are based on a combination of age, skills and completion requirements. If you are unsure of the proper level, please contact us to schedule a free assessment of your child's skills.

The City of West Palm Beach has proudly partnered with the Palm Beach County Drowning Prevention Coalition in an effort to educate about water safety, prevent drowning and provide swim lessons free of charge to qualified candidates in the form of a voucher called "Drowning Prevention Bucks". To see if you qualify for Drowning Prevention Coalition Bucks, please call 561-616-7068

Parent and Child Courses:

The seahorse parent nurtures and watches over it's child until they are ready to swim independently. This course will do the same. Our instructors will teach parents the skills to use play as a form of learning to provide a fun environment in the water. Hands on parental involvement is instrumental in the learning process to reinforce your child's development of water skills.

SEAHORSE 1 (Parent and Child – Level 1)

6 months through approximately 3 years old that have no water experience of one previous session of a water adjustment session.

SEAHORSE 2 (Parent and Child – Level 2)

6 months through approximately 3 years who have completed Level 1 or who can demonstrate the completion requirements for Level 1.

Preschool Courses:

The preschool learn to swim program is designed for children 4 – 5 years of age. Children 3 years old are welcome to participate after a brief assessment from facility staff. All learn to swim skills include water safety topics to help participants be safe in and around the water.

STARFISH (Preschool – Level 1)

Although many starfish start off slow in the water, by the end of the course they will shine. Among the skills taught are: water entry and exiting, submerging mouth, nose and eyes, and gliding on the front and back.

CLOWN FISH (Preschool – Level 2)

Just like clownfish know basic swimming skills, they still like to stay close to home. This course is for children that have learned basic skills but are not yet ready to venture out into the big blue water. Among the skills taught are: floating, opening eyes under water and retrieving an object, treading water and combining arm and leg actions.

TADPOLES (Preschool – Level 3)

Tadpoles learn the fundamentals of swimming on their way to earning their swimming legs and arms. Among the skills taught are: bobbing, demonstrating front and back glides independently for 15 seconds, changing direction while swimming, and demonstrating all the skills from the previous levels without assistance.



Warren Hawkins Aquatic Center at Gaines Park
1501 N. Australian Ave.
West Palm Beach, FL 33401
561-804-4961 phone
561-835-7104 fax

Youth and Adult Courses

Children begin the youth swimming program around 6 years of age. Research shows that learning lifetime fitness skills, such as swimming reduces the risk of obesity, diabetes and depression.

WATERBUGS (Level 1 – Introduction to Water Skills)

Welcome to the world of swimming. We will increase students comfort in and around the water with socialization techniques and creative water play.

GUPPIES (Level 2 – Fundamental Aquatic Skills)

By teaching floating without support and learning beginning arm and leg actions in this class, our skilled instructors are laying the foundation for your child to become water safe.

TURTLES (Level 3 – Stroke Development)

By providing additional guided instruction and practice, your child will learn to coordinate the front and back crawl and be introduced to skills to help others.

SEA OTTERS (Level 4 – Stroke Improvement)

Breaststroke, butterfly, elementary backstroke and care for a choking victim are among the skills introduced during this course.

DOLPHINS (Level 5 – Stroke Refinement)

Coordination and refinement of strokes are the primary focus of this course. Life safety skills such as survival swimming and rescue breathing are introduced and practiced.

SHARKS (Level 6 – Personal Water Safety)

This course consists of the group participant choice of Personal Water Safety: teaches skills necessary to be safe in and around the water. OR Fitness Swimmer: develops stroke technique to promote swimming for lifetime fitness OR Lifeguard Readiness: teaches basic rescue techniques and safety procedures are introduced. This course is a great way to transition into our Junior Lifeguard program.

ADULT - Level 1

Feeling comfortable and enjoying the water environment is the first step to being water safe. Our instructors will work with you at your pace to ensure your satisfaction.

ADULT - Level 2

Your on your way to enjoying swimming with this course. Floating without support, recover to standing position and basic movement and rescue skills will be taught at your pace.

ADULT - Level 3

Whether you are in training for a specific event or training for good health, this course will teach skills so you can enjoy swimming as a lifelong sport.



Warren Hawkins Aquatic Center at Gaines Park
1501 N. Australian Ave.
West Palm Beach, FL 33401
561-804-4961 phone
561-835-7104 fax

Weekday Courses

Ages: 6 months - adult
Days: Monday - Thursday OR Monday/Wednesday
8/30 minute lessons
Fees: \$35.00 Resident
\$44.00 Non-resident
\$20.00 summer camp groups, minimum 25 participants

Saturday Courses

Ages: 6 months - adult
Day: Saturday 8/30 minute lessons
Fees: \$35.00 Resident
\$44.00 Non-resident

Private Swim Lessons

Ages: 6 months - adult
Day: TBD with the instructor
Dates: April 1 – September 30
Times: To be scheduled with the instructor
Fees: \$120 Resident 8/20 minute sessions
\$150 Non-resident 8/20 minute sessions

Semi-Private Swim Lessons

Ages: 6 months - adult
Day: TBD with the instructor
Dates: April 1 – September 30
Times: To be scheduled with the instructor
Fees: \$90 Resident 8/20 minute sessions
\$112.50 Non-resident 8/20 minute sessions

Summer Camp Groups

Ages: 5 - 12
Day: TBD with group 6/30 minute lessons
Fees: \$20.00

VPK Groups

Ages: 3 - 5
Day: TBD with group 6/20 minute lessons
Fees: \$35.00 Resident
\$44.00 Non-resident

**Warren Hawkins Aquatic Center
City of West Palm Beach
2012 Swim Lesson Schedule**

All course dates are subject to change due to weather conditions or a demand for certain courses to be added for user groups.

Spring 2013

MON/WED Session

April 8 - May 1

Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Level 1	6:00 - 6:30 pm
Level 2	6:00 - 6:30 pm
Level 3	6:30 - 7:00 pm
Adult 1	6:30 - 7:00 pm

MON/WED Session

May 6 - May 30

(No class on Monday, May 27th, make up class on Tuesday, May 28)

Parent & Child A	5:30 - 6:00 pm
Preschool 2	5:30 - 6:00 pm
Level 1	6:00 - 6:30 pm
Level 2	6:00 - 6:30 pm
Level 3	6:30 - 7:00 pm
Adult 1	6:30 - 7:00 pm

**Warren Hawkins Aquatic Center
City of West Palm Beach
2012 Swim Lesson Schedule**

SUMMER 2013

MON - THUR Session

June 3 - June 13

Parent & Child A	5:30 - 6:00 pm
Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Preschool 2	5:30 - 6:00 pm
Parent & Child B	6:00 - 6:30 pm
Preschool 3	6:00 - 6:30 pm
Level 1	6:00 - 6:30 pm
Level 2	6:00 - 6:30 pm
Level 3	6:30 - 7:00 pm
Adult 1	6:30 - 7:00 pm
Level 3	6:30 - 7:00 pm
level 4	6:30 - 7:00 pm
Adult 2	7:00 - 7:30 pm
Level 5	7:00 - 7:30 pm

MON - THUR Session

June 17 - 27

Parent & Child A	5:30 - 6:00 pm
Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Preschool 2	5:30 - 6:00 pm
Parent & Child B	6:00 - 6:30 pm
Preschool 3	6:00 - 6:30 pm
Level 1	6:00 - 6:30 pm
Level 2	6:00 - 6:30 pm
Level 3	6:30 - 7:00 pm
Adult 1	6:30 - 7:00 pm
Level 3	6:30 - 7:00 pm
Level 4	6:30 - 7:00 pm
Adult 2	7:00 - 7:30 pm
Level 5	7:00 - 7:30 pm

**Warren Hawkins Aquatic Center
City of West Palm Beach
2012 Swim Lesson Schedule**

Summer 2013 Cont.

SATURDAY Session

June 22 - August 3

Preschool 1	9:00 - 9:30 am
Parent and Child A	9:00 - 9:30 am
Level 1	9:30 - 10:00 am
Level 2	9:30 - 10:00 am
Level 3	10:00 - 10:30 am
Adult 1	10:00 - 10:30 am

MON - THUR Session

July 8 - July 18

Parent & Child A	5:30 - 6:00 pm
Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Preschool 2	5:30 - 6:00 pm
Parent & Child B	6:00 - 6:30 pm
Preschool 3	6:00 - 6:30 pm
Level 1	6:00 - 6:30 pm
Level 2	6:00 - 6:30 pm
Level 3	6:30 - 7:00 pm
Adult 1	6:30 - 7:00 pm
Level 3	6:30 - 7:00 pm
level 4	6:30 - 7:00 pm
Adult 2	7:00 - 7:30 pm
Level 5	7:00 - 7:30 pm

MON - THUR Session

July 29 - August 8

Parent & Child A	5:30 - 6:00 pm
Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Preschool 2	5:30 - 6:00 pm
Parent & Child B	6:00 - 6:30 pm
Preschool 3	6:00 - 6:30 pm
Level 1	6:00 - 6:30 pm
Level 2	6:00 - 6:30 pm
Level 3	6:30 - 7:00 pm
Adult 1	6:30 - 7:00 pm
Level 3	6:30 - 7:00 pm
level 4	6:30 - 7:00 pm
Adult 2	7:00 - 7:30 pm
Level 5	7:00 - 7:30 pm

Warren Hawkins Aquatic Center
City of West Palm Beach
2012 Swim Lesson Schedule

FALL 2013

MON/WED Session

August 19 - September 11

(No class on Monday, September 2, make up class on Tuesday September 3)

Preschool 1	5:30 - 6:00 pm
Level 1	5:30 - 6:00 pm
Level 1	6:00 - 6:30 pm
Level 2	6:00 - 6:30 pm
Level 3	6:30 - 7:00 pm
Adult 1	6:30 - 7:00 pm